

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

TEAM HEALTHCARE/DIAGNOSTIC
CORPORATION,

Plaintiff,

v.

PRINCIPAL LIFE INSURANCE
COMPANY,

Defendant.

§
§
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§
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§
§
§
§
§

C.A. No. _____

EXHIBIT "A"
DEFENDANT PRINCIPAL LIFE INSURANCE
COMPANY'S INDEX OF STATE COURT FILED DOCUMENTS

<u>State Court Document</u>	<u>Date Filed or Served</u>
1. Copy of Docket Report	08/15/11
2. Plaintiff's Original Petition	07/18/11
3. Citation to Principal Life Insurance Company	07/21/11
4. Defendant's Original Answer	08/15/11

Respectfully submitted,

By: s/ Doug K. Butler
Doug K. Butler
State Bar No. 03516050

FIGARI & DAVENPORT, L.L.P.
3400 Bank of America Plaza
901 Main Street, LB 125
Dallas, Texas 75202-3796
(214) 939-2000
(214) 939-2090 (Facsimile)

ATTORNEYS FOR DEFENDANT
PRINCIPAL LIFE INSURANCE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served via certified mail, return receipt requested, on the parties listed below, on this the 19th day of August, 2011:

Marguerite Broussard
Attorney at Law
320 Decker Drive, Suite 100
Irving, Texas 75062

Allen R. Weed
Attorney at Law
10440 N. Central Expressway, Suite 1400
Dallas, Texas 75231

s/ Doug K. Butler
Doug K. Butler

CASE SUMMARY**CASE NO. DC-11-08856**

TEAM HEALTHCARE/DIAGNOSTIC CORPORATION §
vs. §
PRINCIPAL LIFE INSURANCE COMPANY §
 §

Location: **298th District Court**
 Judicial Officer: **TOBOLOWSKY, EMILY**
 Filed on: **07/18/2011**

CASE INFORMATIONCase Type: **OTHER (CIVIL)****PARTY INFORMATION**

PLAINTIFF	TEAM HEALTHCARE/DIAGNOSTIC CORPORATION	<i>Lead Attorneys</i> BROUSSARD, MARGUERITE <i>Retained</i> 972-719-2627(W)
DEFENDANT	PRINCIPAL LIFE INSURANCE COMPANY	

DATE	EVENTS & ORDERS OF THE COURT	INDEX
07/18/2011	ORIGINAL PETITION (OCA)	
07/18/2011	ISSUE CITATION	
07/20/2011	CITATION PRINCIPAL LIFE INSURANCE COMPANY Served: 07/21/2011	

DATE	FINANCIAL INFORMATION		
	PLAINTIFF TEAM HEALTHCARE/DIAGNOSTIC CORPORATION		
	Total Charges		264.00
	Total Payments and Credits		264.00
	Balance Due as of 8/15/2011		0.00
07/18/2011	Charge	PLAINTIFF TEAM HEALTHCARE/DIAGNOSTIC CORPORATION	17.00
07/19/2011	Charge	PLAINTIFF TEAM HEALTHCARE/DIAGNOSTIC CORPORATION	247.00
07/21/2011	PAYMENT (CASE FEES)	Receipt # 44684-2011-DCLK PLAINTIFF TEAM HEALTHCARE/DIAGNOSTIC CORPORATION	(264.00)

STATE OF TEXAS }
COUNTY OF DALLAS }

I, GARY FITZSIMMONS, Clerk of the District of Dallas County, Texas, do hereby certify that I have compared this instrument to be a true and correct copy of the original as appears of record in my office.

GIVEN UNDER MY HAND AND SEAL of said Court, at office in Dallas, Texas, this 15th day of August, A.D., 2011.

GARY FITZSIMMONS, DISTRICT CLERK
DALLAS COUNTY, TEXAS

By Betty P. Dominguez Deputy

1 CIT ATTY

Cause No. DC-11-08856

TEAM HEALTHCARE/DIAGNOSTIC CORPORATION,	§	IN THE DISTRICT COURT
	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	M-298TH JUDICIAL DISTRICT
	§	
PRINCIPAL LIFE INSURANCE COMPANY,	§	
	§	
	§	
Defendant.	§	DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

Plaintiff Team Healthcare/Diagnostic Corporation hereby files its Original Petition against Defendant Principal Life Insurance Company. Plaintiff would show the Court the following:

Parties

1. Plaintiff Team Healthcare/Diagnostic Corporation ("THC/Diagnostic") is a Texas corporation that at all times giving rise to this lawsuit was doing business in Dallas County, Texas.
2. Defendant Principal Life Insurance Company ("PLIC") is an insurance company and an Iowa corporation that at all times giving rise to this lawsuit was doing business in Dallas County, Texas. Defendant PLIC may be served with process by serving its attorney for service, Corporation Service Company, at 211 East 7th Street, Suite 620, Austin, Texas 78701.

Venue

3. Venue is proper in Dallas County because all or a substantial part of the events or omissions giving rise to this lawsuit occurred there.

Agency

4. Any time that it is alleged that Defendant PLIC did an act or failed to do any act or thing, it is meant that its authorized, apparent or ostensible agents, employees or representatives did such act or failed to do such act or thing, thereby making Defendant PLIC vicariously liable.

Conditions Precedent

5. Defendant PLIC has received written notice of these claims in accordance with the Texas Insurance Code and as otherwise required by any applicable law.

Facts

6. Defendant PLIC provides health insurance coverage to Texas insureds and administers plans under which Plaintiff's patients receive their insurance.

7. Plaintiff THC/Diagnostic is a healthcare provider. It has provided mobile cardiopulmonary diagnostic exercise tests to patients in the Dallas-Fort Worth metroplex since 1998.

8. Plaintiff THC/Diagnostic tests patients who are referred by their primary care physicians. Patients undergo the tests in their doctors' offices after. THC/Diagnostic's medical technicians provide and set up the equipment, administer the tests and discuss the initial results on site with the doctors. The doctors receive a more comprehensive written report a few days later, which they then interpret.

9. Plaintiff THC/Diagnostic's tests are unique for two reasons. First, the equipment is mobile, allowing the tests to be administered in the physicians' offices. Second, the cardiopulmonary exercise test's predictive accuracy is greater than both the stress echo and the nuclear study, both of which are administered in a cardiologist's office. Significantly, one-quarter of all patients to whom this test is administered are found to have a cardiopulmonary

abnormality warranting further investigation or specialist referral, while another 25% have exaggerated hypertensive responses indicating suboptimal blood pressure control. No other healthcare provider in North Texas administers this test.

10. After the test, the doctors submit insurance claims for their professional services, while Plaintiff THC/Diagnostic submits claims for its technical services on the basis of assignments of benefits executed by patients. When healthcare providers submit insurance claims, they use numeric codes to describe the healthcare services that are the basis for the claim. These numeric codes and modifiers are called Current Practice Terminology codes (“CPT codes”). These codes and modifiers are developed and maintained by the American Medical Association. The AMA CPT codes and modifiers allow healthcare providers to submit claims separately for the professional component of a claim and for the technical component of a claim.

11. Added to the basic CPT codes are numeric modifiers which show among other things whether the procedures described by the CPT codes were provided by a professional or technical provider. Thus, when a doctor orders a test from THC/Diagnostic, the doctor routinely submits a claim for his or her professional services in interpreting the test results. THC/Diagnostic likewise submits a claim for its technical services in administering the test to the patient. Both the doctor and THC/Diagnostic use the same basic CPT codes in their medical claims to describe the services provided. However, THC/Diagnostic uses a numeric modifier indicating that its claim is for the technical component of the test, while the doctor uses a different modifier showing that the claim is for the professional component of the test.

12. After receiving a request from a primary care physician to schedule a test, Plaintiff THC/Diagnostic requests and obtains a certificate of medical necessity from the physician. In addition, THC/Diagnostic contacts the patient’s insurance company to verify coverage, benefits

payable, the patient's deductible and whether that deductible has been met. When verifying coverage, THC/Diagnostic provides the CPT codes under which the test is to be billed so that the insurer knows exactly what test is going to be administered. All of this is done prior to administering each test, and all of these procedures were followed with regard to the unpaid healthcare claims made the basis for this lawsuit.

13. Plaintiff THC/Diagnostic has administered this test to patients insured by Defendant PLIC since at least 1999. THC/Diagnostic has never had a provider agreement with Defendant. THC/Diagnostic provides its services at the request of primary care physicians who do have provider agreements with Defendant. Those physicians request THC/Diagnostic's services because the services provided by THC/Diagnostic are not reasonably available within the networks of Defendant's insureds.

14. From September 2007 through the present, Defendant has refused to pay properly and timely submitted claims for covered services after representing that coverage exists for the services to be provided. In addition, Defendant has refused to pay Plaintiff's usual and customary rates on properly submitted claims. On 13 of 16 claims submitted during this time frame, Defendant has refused to pay anything. Defendant has wrongfully denied claims totaling a minimum of \$43,815.20.

15. Even though the test which Plaintiff has administered has been used extensively since the 1980s, Defendant typically denies the claims on the grounds that the test is investigational or experimental.

16. Plaintiff has contacted Defendant multiple times in writing to resolve this matter, but its efforts have been unsuccessful. Defendant has given Plaintiff no alternative but to file this lawsuit.

CAUSES OF ACTION

TEXAS INSURANCE CODE CHAPTER §1301.101 ET SEQ.
PROMPT PAYMENT OF CLEAN CLAIMS

17. Plaintiff realleges the facts set forth above. Plaintiff provided to Defendant's insureds either care related to an emergency or its attendant episode of care and/or specialty medical care or healthcare services at the request of the insureds' primary care physicians. These primary care physicians were preferred providers, and they requested Plaintiff's services because Plaintiff's services were not reasonably available from a preferred provider who was included in the insureds' networks. Therefore, pursuant to §1301.069 of the Texas Insurance Code, the insurance claims made the basis for this lawsuit are subject to §1301.101 et seq. of the Texas Insurance Code. Each claim made the basis for this lawsuit was a clean claim that was submitted on or before the 95th day after Plaintiff's services were provided to Defendant's insureds. Plaintiff's usual and customary charges for the services it provided to these patients was set forth in those claims.

18. Plaintiff provided medically necessary services to Defendant's insureds and billed its usual and customary charges for those services, and its charges were reasonable at the time and place they were rendered. In violation of §1301.103, Defendant failed to timely take action on the claims made the basis for this lawsuit. Defendant failed to timely pay claims that were payable or to pay portions of claims that were payable. All of Plaintiff's claims made the basis for this lawsuit were payable, but Defendant has failed and refused to pay them, or to pay them at the proper rate.

Actual Damages and Attorneys' Fees

19. Therefore, Defendant is liable for the amount of Plaintiff's unpaid claims in the minimum amount of \$43,815.20 plus Plaintiff's reasonable attorneys' fees.

Statutory Penalties

20. In addition, Defendants are liable to Plaintiff for the statutory penalties provided for under Texas Insurance Code §1301.137.

UNJUST ENRICHMENT

21. By providing its medical services to Defendant's insureds, Plaintiff has conferred a benefit on Defendant. By wrongfully withholding payment in full and/or in part for such services and materials, Defendant obtained a benefit by the taking of an undue advantage. Defendant will be unjustly enriched if it is able to keep the benefit of Plaintiff's services without paying for them.

22. Therefore, Plaintiff is entitled to recover actual damages from Defendant for unjust enrichment in the minimum amount of \$43,815.20.

QUANTUM MERUIT

23. Plaintiff provided valuable medical services to Defendant and its insureds. Defendant is the party sought to be charged for these valuable services. Defendant accepted Plaintiff's services under circumstances where Defendant was reasonably notified that Plaintiff, in providing its services, expected Defendant to pay for them. More specifically, Plaintiff spoke with Defendant and after providing detailed information about the services it planned to provide, obtained verification from Defendant regarding the coverage that was available to pay Plaintiff for its healthcare services.

24. Defendant then failed to pay for Plaintiff's services at all, or failed to pay in full.

25. Therefore, Plaintiff is entitled to recover from Defendant on its claim for quantum meruit in the minimum amount of \$43,815.20.

PROMISSORY ESTOPPEL

26. Plaintiff realleges the facts set forth above. With regard to the healthcare claims made the basis for this lawsuit, Plaintiff obtained verification from Defendant of the coverage available to pay Plaintiff for its healthcare services. Based on Defendant's statements, the clear implication to Plaintiff was that some payment would be forthcoming, and it was foreseeable to Defendants that Plaintiffs would rely on that belief by providing its services to Defendant's insureds. Plaintiff substantially relied upon Defendant's statements by providing medical services to Defendants' insureds. Thus, relying on Defendant's statements has been to Plaintiff's detriment. As a result, Plaintiff has sustained damages in the minimum amount of \$43,815.20.

REQUEST FOR RELIEF

Therefore, Plaintiff requests that Defendant be cited to appear and answer, and that upon final trial, Plaintiff have and recover judgment against Defendant for the following:

- a. Actual damages in the minimum amount of \$43,815.20;
- b. Applicable statutory penalties and interest under Chapters 1301 of the Texas Insurance Code;
- c. Plaintiff's court costs and reasonable attorneys' fees;
- d. Pre- and post-judgment interest at the highest rate allowed by law;
- e. Costs of court; and
- f. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

/s/ Marguerite Broussard
Texas Bar No. 00792372

320 Decker Dr., Suite 100
Irving, Texas 75062
Telephone: (972) 719-2627
Facsimile: (972) 719-2628
mbroussard@broussardlawfirm.com

/s/ Allen R. Weed
Texas Bar No. 21062000

10440 N. Central Expressway
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Telephone: (214) 360-1071
Facsimile: (214) 360-1073
allenweed@sbcglobal.net

ATTORNEYS FOR PLAINTIFF TEAM
HEALTHCARE/DIAGNOSTIC CORPORATION

CIVIL CASE INFORMATION SHEET

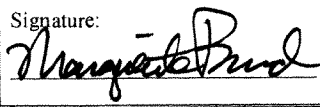
CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet: Name: Marguerite Broussard Email: mbroussard@broussardlawfirm.com Address: 320 Decker Dr., Suite 100 City/State/Zip: Irving, TX 75062 Signature:  State Bar No: 00792372		Names of parties in case: Plaintiff(s)/Petitioner(s): Team Healthcare/Diagnostic Corporation Defendant(s)/Respondent(s): Principal Life Insurance Company [Attach additional page as necessary to list all parties]		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other:
Additional Parties in Child Support Case: Custodial Parent: Non-Custodial Parent: Presumed Father:				
2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil		Family Law		
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input checked="" type="checkbox"/> Other: Prompt Pay Act			
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover		

STATE OF TEXAS }
COUNTY OF DALLAS }

I, GARY FITZSIMMONS, Clerk of the District of Dallas County, Texas, do hereby certify that I have compared this instrument to be a true and correct copy of the original as appears of record in my office.

GIVEN UNDER MY HAND AND SEAL of said Court, at office in Dallas, Texas, this 15th day of August, A.D. 2011.

GARY FITZSIMMONS, DISTRICT CLERK
DALLAS COUNTY, TEXAS

By Betty P. Dominguez Deputy

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

**PRINCIPAL LIFE INSURANCE COMPANY
BY SERVING ITS REGISTERED AGENT
CORPORATION SERVICE COMPANY
211 EAST 7TH STREET SUITE 620
AUSTIN TX 78701**

FILED
2011 JUL 29 AM 10:16
GARY FITZSIMMONS
DISTRICT CLERK
DALLAS CO., TEXAS
DEPUTY

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **298th District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **TEAM HEALTHCARE/DIAGNOSTIC CORPORATION**

Filed in said Court **18th day of July, 2011** against

PRINCIPAL LIFE INSURANCE COMPANY

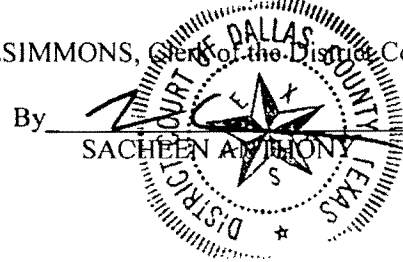
For Suit, said suit being numbered **DC-11-08856**, the nature of which demand is as follows:
Suit on **OTHER (CIVIL)** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: GARY FITZSIMMONS, Clerk of the District Courts of Dallas, County Texas.
Given under my name and the Seal of said Court at office this 20th day of July, 2011.

ATTEST: GARY FITZSIMMONS, Clerk of the District Courts of Dallas, County, Texas

By _____, Deputy

SACHEEN ANTHONY



ATTY

CITATION

DC-11-08856

**TEAM HEALTHCARE/DIAGNOSTIC
CORPORATION**

vs.

**PRINCIPAL LIFE INSURANCE
COMPANY**

**ISSUED THIS
20th day of July, 2011**

GARY FITZSIMMONS
Clerk District Courts,
Dallas County, Texas

By: **SACHEEN ANTHONY**, Deputy

Attorney for Plaintiff
Marguerite Broussard
320 Decker Drive Suite 100
Irving Tx 75062
972-719-2627

DALLAS COUNTY CONSTABLE
FEES PAID **FEES NOT PAID**

CAUSE NO. DC-11-08856

RETURN

Came to my hand: 07/20/2011, at 3:30 o'clock P.M.

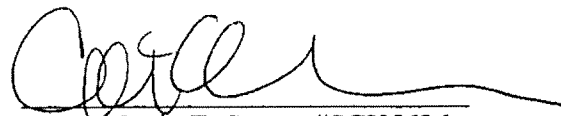
- ☒ Citation
- ☒ Plaintiff's Original Petition
- ☒ Causes of Action

Executed by me on: 7/21, 2011 at 2:45 o'clock P.M.

Executed at 211 E. 7th St., Suite 620, Austin, TX 78701 within the county of Travis, by delivering to Principal Life Insurance via its registered agent Sue Vertrees of Corporation Service Company, in person, a true copy of the above specified civil process, having first endorsed on such copy the date of delivery.

Not executed: _____

I am over the age of 18; and I am not a party to nor interested in the outcome of the above styled and numbered suit.

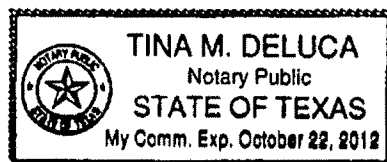

By: Corin E. Sparre #SCH5626
SPARRE PROCESS SERVING

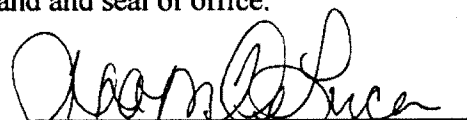
STATE OF TEXAS

VERIFICATION

Before me, a notary public, on this day personally appeared the above named person, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements and facts therein contained are within his/her personal knowledge to be true and correct.

SUBSCRIBED AND SWORN TO BY Corin Sparre, on this the 22nd day of July, 2011 to attest witness my hand and seal of office.




Notary Public in and
for the State of Texas

STATE OF TEXAS }
COUNTY OF DALLAS }

I, GARY FITZSIMMONS, Clerk of the District of Dallas County, Texas, do hereby certify that I have compared this instrument to be a true and correct copy of the original as appears of record in my office.

GIVEN UNDER MY HAND AND SEAL of said Court, at office in Dallas, Texas, this 15th day of August, A.D., 2011.

GARY FITZSIMMONS, DISTRICT CLERK
DALLAS COUNTY, TEXAS

By Betty P. Dominguez Deputy

CAUSE NO. DC-11-08856

TEAM HEALTHCARE/DIAGNOSTIC	§	IN THE DISTRICT COURT
CORPORATION,	§	
	§	
Plaintiff,	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
PRINCIPAL LIFE INSURANCE	§	
COMPANY,	§	
	§	
Defendant.	§	298 TH JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

Defendant Principal Life Insurance Company ("Principal Life") files this answer to the original petition ("Petition") of Plaintiff Team Healthcare/Diagnostic Corporation ("Plaintiff") and states:

1. **General Denial.** Subject to such admissions and stipulations as may be made at or before the time of trial, Defendant denies generally and specially the material allegations contained in the Petition and demands strict proof thereof in accordance with the requirements of the laws of this state.

2. **Request for Relief.** Defendant requests the following relief:

- a. that Plaintiff take nothing by reason of its suit;
- b. that Defendant be dismissed with its costs and attorney's fees; and
- c. that Defendant have all such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled.

Respectfully submitted,

By: s/ Doug K. Butler
Doug K. Butler
State Bar No. 03516050

FIGARI & DAVENPORT, L.L.P.
3400 Bank of America Plaza
901 Main Street
Dallas, Texas 75202-3796
(214) 939-2006
(214) 939-2090 (Telecopy)

ATTORNEY FOR DEFENDANT
PRINCIPAL LIFE INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served via certified mail, return receipt requested, on the parties listed below, on this the 15th day of August, 2011:

Marguerite Broussard
Attorney at Law
320 Decker Drive, Suite 100
Irving, Texas 75062

Allen R. Weed
Attorney at Law
10440 N. Central Expressway, Suite 100
Dallas, Texas 75231

s/ Doug K. Butler
Doug K. Butler